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ABSTRACT

This document presents the agreement by and between the County of Genesee Board of Trustees of Genesee Community College and the Genesee Faculty Association. Articles of the agreement cover recognition, association and member rights, employer rights, past practices, conditions of employment, faculty benefits, grievance procedure, salaries, trustees and association communications, savings clause, miscellaneous, legislative action, and term. (MJM)

Genesee Community College
New York, Independent
2 year

ED 086125

Agreement

by and between

THE COUNTY OF GENESEE

THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

and

THE GENESEE FACULTY ASSOCIATION

DATED SEPTEMBER 27, 1972

HE 005 033

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AGREEMENT

Dated: September 27, 1972

Effective: August 25, 1972

by and between

The County Legislature of the County of Genesee, New York (hereinafter referred to as the "Legislature");

The Board of Trustees of Genesee Community College (hereinafter referred to as the "Trustee"), (the "Legislature" and "Trustees" hereinafter referred to collectively as the "College")

and

The Genesee Faculty Association (hereinafter referred to as the "Association").

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ARTICLE I

RECOGNITION

(A) The College hereby recognizes the Association as the exclusive representative of the employees in a unit including all full-time teaching faculty, division chairmen, full-time librarians, and full-time counselors (herein, except as specifically indicated, referred to collectively as "faculty" and/or individually as "faculty member") for the purposes of collective negotiations regarding wages, hours, and terms and conditions of employment, and in the settlement of grievances and for all lawful purposes under the laws of the State of New York. Such recognition shall extend for the maximum period allowed by law.

(B) The College agrees to deduct from the salaries of the employees in the defined unit the dues of the Association. Any member of the Association may voluntarily authorize dues deductions in writing, on forms prescribed by the Association, and said forms will be submitted to the College business office. Such authorization forms may be revoked at any time in writing by the Association member.

(C) During the term or any extension or renewal of the term hereof, the Employer will not accord dues deduction or similar checkoff rights to any other organization purporting to represent employees in the defined unit represented by the Association.

(D) The Association shall certify to the Employer in writing the current dues rate and shall give the Employer thirty (30) days notice prior to the effective date of any change thereof.

(E) The College shall, within ten (10) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Association.

(F) If and when the statutes and/or courts of the State of New York shall establish the legality thereof, it is agreed that no employee in the bargaining unit shall be permitted to continue in the employment of the College beyond the thirtieth school day after the date of his employment or the effective date of this Agreement, whichever is later, unless by then he has become and thereafter during the term of his employment in the bargaining unit shall remain a member of the Association as an exclusive recognized representative, or in the alternative, shall execute and maintain in full force and effect during the term of his employment in the bargaining unit, an authorization for the deduction from his or her salary the payment to the Association of an amount equivalent to the dues from time to time set and specified by the Association.

ARTICLE II

ASSOCIATION AND MEMBER RIGHTS

(A) The College hereby agrees that employees employed in the defined unit shall have the right freely to organize, join and support the Association

for the purpose of engaging in collective negotiations. The College agrees that it will not directly or indirectly deprive, discourage, coerce or harass any employee in the enjoyment of any right conferred by the Public Employees' Fair Employment Act; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his lawful participation in any activities of the Association or in collective professional negotiations with the College, or his institution of any grievances, complaint or proceeding under this Agreement.

(B) All personnel files pertaining to an individual faculty member which the College receives from non-College sources such as other universities or placement services shall be placed in that faculty member's administrative file and shall not be available to the faculty member but shall be available only to the President, Dean and appropriate Division Chairman. All material relative to an individual member which originates within the College shall be placed in that faculty member's professional file and shall be made available to the individual for inspection and to the Association upon the request of the individual faculty member with the right to reproduce the same or any part thereof. All material placed in this professional file must be signed and dated by the individual originating the material. Each faculty member shall have the right to put any material into his professional folder at will.

(C) The President of the Genesee Faculty Association shall be assigned a teaching load which reflects a reduction of three (3) class hours from the normal teaching load.

(D) Pursuant to the provisions of subdivision 3 (b) of Section 207 of the Public Employees Fair Employment Law, the Association affirms:

that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike.

(E) On and after the date of this agreement, any agreement between the Board and any individual member of the bargaining unit regarding the terms and conditions of their employment shall be expressly subject to this agreement.

(F) Membership in the Association shall at all times be open to all members of the bargaining unit regardless of race, creed, sex, marital status, color, political affiliation or national origin.

(G) Membership in the Association shall not be, or be made, a condition of employment or a preference in employment nor a condition of, or a preference in, the continuation of employment of any person.

ARTICLE III

EMPLOYER RIGHTS

(A) The Legislature and the Trustees, separately and collectively, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by law.

(B) The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV

PAST PRACTICES

All past practices and procedures of the College shall remain in force except that this Agreement shall supersede any policies, rules, regulations, or practices affecting the terms and conditions of employment of the College which shall be contrary to or inconsistent herewith. The provisions of this Agreement shall be incorporated in and be considered part of the established policies of the College.

ARTICLE V

CONDITIONS OF EMPLOYMENT

(A) Basic Load - Full-Time Faculty

1. Teachers:

   a. 15/16 credit and/or 18 contact hours for each semester with a maximum of 32 credit hours and 36 contact hours per school year.

2. *Librarians and Counselors:*

a. *The work week shall consist of an average of five (5) days per week.*

b. *Shall work no more than 8 consecutive hours, including lunch period, in any day.*

c. *Shall be employed on the twelve-month Administrative year.*

(B) *Class Size*

The ideal class size varies from one academic discipline to another. The College will limit class size to the number recommended by the Division Chairman and approved by the Dean whose decision shall be final.

(C) *Course Preparation*

1. *Where feasible and possible the College will endeavor to keep course preparations at the level of two per semester. Course preparation will not exceed three per semester unless more are agreed upon by the faculty member, appropriate Division Chairman and the Dean.*

2. *Each instructor shall be given his tentative teaching schedule for the fall term no later than June 1, and for the spring term no later than December 15.*

3. *Faculty, on the recommendation of the Dean of the College, following consultation with the appropriate Division Chairman, and approval of the President, may be released from their regular assignments for periods extending from one week to one year for*

the purpose of preparing grant or aid requests, developing new or supplementary instructional materials or aids, preparing new courses, developing new programs, or improving existing programs.

(D) Office Hours

Faculty shall file with the Division Chairman and Dean, post, and maintain a schedule of at least five office hours per week for student consultation. Whenever feasible, such schedule shall be on the basis of one hour per day and shall be scheduled at reasonable hours.

(E) Sponsorship of Student Activities

Sponsorship of all student clubs and organizations including intercollegiate athletics and drama, shall be on a voluntary basis. The teaching load of a faculty member will not be reduced upon undertaking the sponsorship of student activities. Intramural athletics shall not be on a voluntary basis but shall be the responsibility of the Division of Health and Physical Education.

(F) Academic Calendar

1. The College year shall consist of regularly scheduled class days and other days set aside for other professional activities. In the latter instance the Faculty will be expected to be on campus 8:30-4:30, when activities are scheduled.

2. COLLEGE CALENDAR

1972 - 73

1972

August 22-24 (T-TH)	New Faculty Orientation
August 24-25 (Th-F)	Workshop and Professional Activities
August 28 (T)	Classes Begin at 6:00 P.M.
September 4 (M)	Holiday (Labor Day)
October 9 (M)	Holiday (Columbus Day)
November 23 -25 (Th-S)	Holidays (Thanksgiving
December 18-23 (T-S)	Optional Finals (December 21, 22, 23 scheduled through Registrar's Office by December 1) and/or review with "IP" students.
December 23 (S)	Last Day of Instruction
December 27 (W)	All grades must be in Registrar's Office by noon.
December 25 - January 21 (M-Sun)	Vacation

1973

January 2 - 20 (T-S)	Intersession
January 23 (T)	Professional Activities Day
January 24 -26 (W-F)	Faculty review of work with students with "IP" grades
January 29 - May 19 (M-S)	Classes
February 19 (M)	Holiday (President's Day)
April 19 - 28 (Th-S)	Spring Recess
May 21 - 24 (M-Th)	Optional Finals (May 22, 23, 24 scheduled through Registrar's Office by May 7) and/or review with "IP" students.
May 24 (Th)	Last Day of Instruction
May 25 (F)	All grades must be in Registrar's Office by Noon.
May 28 (M)	Holiday (Memorial Day)
May 29 (W)	"Open Day" for use at faculty's option
May 30 (Th)	Student Faculty Conference Day
June 3 (Sun)	Graduation

3. Development of the 1973-1974 academic calendar and any subsequent changes therein or in the academic calendar for 1972-1973 will involve consultation with the Association.

(G) College Day

1. Genesee Community College will operate under the "one college" concept in that classes shall be scheduled between 8:00 a.m. and 10:00 p.m.

2. In general, off-campus and Saturday instruction and assignments to more than one evening course, as part of a faculty member's regular teaching load, will not be made unless a faculty member volunteers for such assignment. An exception to this will be situations where the faculty member is employed with the specific understanding that he is being employed to teach multiple evening and/or off-campus assignments. In such circumstances, the faculty member's letter of appointment will specify this arrangement. It should be noted that this specification will not be part of every new faculty member's contract, and will be used prudently and only when necessary to meet the planned staffing patterns for the College.

3. Division Chairmen, in developing, and the Dean, in approving, faculty teaching schedules may, whenever feasible, attempt to accommodate scheduling requests from members of their division within the framework of the total schedule including the possibility of a work week of less than five days.

4. *There shall be at least eleven (11) hours between the end of a Faculty member's last class of the day and the beginning of his/her first class the next day unless otherwise agreed upon by the Faculty member, Division Chairman, and the Dean.*

(H) *Vacancies*

1. *Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the Faculty at least ten (10) days prior to its publication elsewhere. Such notice snall include a complete job description, including remuneration offered, duties, responsibilities, and a statement of required qualifications.*

2. *The Association, among others of the College will be involved, in an advisory capacity, in the engagement of the President and Deans of the College.*

3. *When a vacancy for a Division Chairman comes about, the Dean shall appoint a screening committee, after seeking the advice of the appropriate division in terms of possible members to serve on the committee, to screen applicants for the position. No applicant for the position may serve on the screening committee.*

The committee will screen applicants, interview applicants, make arrangements for other division faculty to meet applicants and coordinate the interview schedule with the Dean.

The screening committee shall report and recommend to the Dean acceptable applicants. No permanent Division Chairman will be appointed who is not recommended by the committee.

(I) Appointment to the Professional Staff

Genesee Community College shall provide one of three types of professional service appointment to all full-time individuals covered by the terms of this Agreement.

1. A temporary appointment is made for a fixed term not to exceed one (1) year where a position is not expected to be permanent. Persons employed under temporary contracts shall not be entitled to sick leave or maternity leave, nor shall their termination be subject to the grievance procedures hereunder.

2. A probationary appointment for one (1) academic year renewable annually for a period not to exceed a total of four (4) academic years. In the final probationary year a faculty member shall be notified of his continuing appointment status on or before December 15. Credit of up to two years of continuous full-time service at another institution of higher education may, in the exclusive discretion of the College, be used to reduce the probationary period to two (2) years. The probationary period may, in the exclusive discretion of the College, in exceptional circumstances, be reduced to two (2) years service at Genesee Community College.

3. *A continuing appointment will be granted in the year of reappointment following the conclusion of the final probationary appointment. Individuals granted continuing appointment shall hold their respective positions during competent professional service and conduct for a period of four (4) years following which such status shall be subject to review by an appropriate committee of Administrators recommended by the College, which committee shall make recommendations to the Dean as to whether or not continuing appointments should be renewed for successive periods.*

4. *Letters of Non-reappointment will be offered no later than March 15 of the initial year and no later than December 15 of successive years of employment. Unless otherwise notified on these respective dates, the faculty member's appointment is automatically renewed.*

(J) *Transfer of Assignment*

1. *Under no circumstances should a faculty member be assigned in an area in which he has no formal preparation without his consent and that of the Association.*

2. *In the event of transfer or reassignment, a faculty member shall have the right to discuss such transfer or assignment with the Dean before such transfer or reassignment takes effect.*

(K) *Retrenchment*

The services of any member of the faculty may be terminated in the event of program retrenchment. In such event the procedure to be followed will be mutually determined by the President of the College and the proper representatives of the Asssociation. In the event there is no mutual agreement, both the President of the College and the representatives of the Association shall present their recommended procedures to the Board of Trustees. This procedure shall not be subject to grievance.

If a continuing appointment is terminated because of retrenchment, the released faculty member's position shall not be filled by a replacement within a period of two (2) years unless the released faculty member has been offered reappointment to the position and has declined.

Any faculty member whose employment is terminated due to retrenchment and who is qualified in more than one discipline shall be given preference to any existing opening in these disciplines.

(L) *Academic Freedom*

There is incorporated herein and made a part hereof by this reference the A.A.U.P. Statement of Professional Ethics as set forth in the March 1969 Spring Issue of the A.A.U.P. Bulletin.

(M) Field Trips

Field trips are defined as a planned educational experience required by the instructor of a course necessitating students to leave campus and shall be subject to Division budget limitation wherein provision for the same shall be made.

1. Field trips shall be subject to the provisions of the Faculty Handbook relating thereto.

2. Existing liability insurance policies relating to third party bodily injury ($500,000. each person; $1,000,000. each occurrence; and $1,000,000. aggregate) and property damage ($100,000. each occurrence and $100,000. aggregate) shall be applicable to the College and faculty member in all instances of field trips as hereinabove provided.

(N) Evaluation and Promotion

1. All members of the professional staff will be formally evaluated once annually for the first four (4) years of employment. Evaluation of instruction shall be an ongoing process to be formalized at least once every two (2) years thereafter. Formal evaluation shall emphasize effective instruction and improvement of instruction and shall also include other aspects of professional performance; and will include a conference(s) between individuals and their immediate supervisor, a completed evaluation which will become part of the individual's professional file,

followed by individual conferences with appropriate administrative personnel. The individual being evaluated may include a dissenting written opinion and/or related evidence in his professional folder.

2. *Evaluation for promotion will follow the guidelines and procedures as published in Section No. 418 of the September 1969 Faculty Handbook which is incorporated herein by this reference. The qualifications as there listed are minimal and will be waived only for outstanding cause. Promotion will not, under any circumstances, be considered automatic.*

ARTICLE VI

FACULTY BENEFITS

(A) Leaves of Absence Committee

A Leave of Absence Committee, consisting of five faculty members, shall be elected by the Association annually. Members of this committee will not be eligible for a leave of absence without pay nor be eligible for a sabbatical leave for the next academic year. The committee's duties will be to consider all applications for sabbatical leave and leave of absence without pay. The committee shall make its recommendations in priority order to the President in the instance of each application on or before May 1. The President may, at his discretion, waive the May 1 date.

(B) *Sabbatical Leave*

1. *The purpose of a sabbatical leave program is to increase a faculty member's value to the College.*

2. *Sabbatical leave shall be granted for planned travel, study, formal education, research, and related activities directly related to the professional development of the individual, in terms of its use and value to the College.*

3. *All members of the faculty holding academic rank who have completed at least six (6) years of continuous full-time service at the College will be eligible to apply for a sabbatical leave. The period of time for eligibility for additional sabbatical leave shall be six (6) years from the date of returning from the previous sabbatical leave. A leave of absence without pay for one (1) year or less will neither count as time earned toward eligibility for sabbatical leave nor will it constitute an interruption of the continuous service requirement.*

4. *Sabbatical leave shall be for a period of one semester at full pay or one academic year at half-pay. The recipient, upon approval of the President, may receive additional earned income from sources other than the College, the total of which, including the College's contribution shall not exceed his College salary for the period of time involved. The recipient will continue to receive the benefits of all College-provided fringe*

benefits while on sabbatical leave. The period of time involved will be used to compute time eligibility for promotion and salary adjustment.

5. Recipients of sabbatical leaves must sign an agreement to return to Genesee Community College for a period of one (1) full year following expiration of the sabbatical leave, or repay immediately the total sum of money paid by the College to the individual during the period of the sabbatical leave--including the cost of all fringe benefits.

6. Application for sabbatical leave must be submitted in writing, on forms provided by the College, to the Committee no later than five calendar months prior to the proposed date of the beginning of the sabbatical leave. The form will require the applicant to outline his proposed program, its relationship to his professional responsibilities at the College and the manner whereby the program will improve his value to the institution. The recipient will also be required to file a written report following conclusion of the sabbatical leave period.

7. Sabbatical leave proposals must carry the recommendation of the Leave of Absence Committee, prior to submission to the President of the College. The President will submit the proposal to the Board of Trustees of Genesee Community College with his recommendation for appropriate action.

8. *No more than five (5) individuals shall be on sabbatical leave at a given period of time.*

(C) *Leave of Absence Without Pay*

Upon recommendation of the Committee to the President, the College may grant leave to a member of the faculty for a period of time not to exceed one (1) year. An extension of leave shall be treated as an initial application. Individuals on leave without pay may make arrangements with the Business Office to continue insurance and retirement programs, but the cost of these programs shall not be assumed by the College.

(D) *Maternity Leave of Absence*

Upon recommendation of the Dean of the College, the President may grant a leave of absence effective as of a date deemed appropriate, up to two years after the birth of the child. At the request of the person involved, and after receiving the recommendation of the President, the Board of Trustees may grant further extension of such a leave.

Maternity leave shall constitute an interruption of the period of probationary or continuing appointment, and shall not be in lieu of service in either instance. Insofar as possible, such leave shall commence at the end of a semester and terminate at the beginning of a semester. The acceptance of full-time employment elsewhere than at the College during maternity leave shall constitute a voluntary termination of such leave.

(E) Sick Leave

Members of the Association will be granted sick leave of twenty (20) calendar days, exclusive of Saturdays, Sundays, authorized holidays, upon commencement of the academic year. Sick leave may accumulate to 160 days.

During sick leave, retirement, hospitalization, and other like benefits will continue.

Under unusual circumstance of hardship, the President may recommend to the Board of Trustees an extension of sick leave benefits at full pay or a percentage thereof.

(F) Personal Leave

Three (3) days of personal leave are granted per academic year. The unused portion of personal leave shall accumulate as sick leave.

(G) Bereavement Leave

Up to four (4) days are to be granted for death or serious illness within the immediate family of the member of the professional staff. This type of leave is not cumulative. The immediate family of the professional staff member and spouse shall be defined as parents, children, brothers, sisters, grandparents, and any other relative if that relative resides in the home of the staff member.

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During sick leave, retirement, hospitalization, and other like benefits will continue.

Under unusual circumstance of hardship, the President may recommend to the Board of Trustees an extension of sick leave benefits at full pay or a percentage thereof.

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Three (3) days of personal leave are granted per academic year. The unused portion of personal leave shall accumulate as sick leave.

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Up to four (4) days are to be granted for death or serious illness within the immediate family of the member of the professional staff. This type of leave is not cumulative. The immediate family of the professional staff member and spouse shall be defined as parents, children, brothers, sisters, grandparents, and any other relative if that relative resides in the home of the staff member.

(H) Insurance

Effective September 1, 1973, the College will contribute fifty percent (50%) of the individual and dependent premium cost of life insurance, accidental death and major medical insurance programs at the benefit levels thereof presently in effect for those faculty members who qualify under such programs and participate therein.

Effective September 1, 1973, the College will contribute fifty percent (50%) of the premium cost of the Phoenix Mutual Group long-term disability protection program at the benefit levels, heretofor proposed by the Association, for those members who qualify under such program and participate therein.

ARTICLE VII

GRIEVANCE PROCEDURE

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the College and the Faculty is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the College and the Faculty are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies or in the courts.

(A) Definitions:

Grievance: A complaint by any faculty member or members in the negotiating unit, regarding an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

Grievant: The one submitting the grievance.

Grievance Committee: A duly constituted committee of the Association.

Hearing Officer: The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.

Representative: An individual faculty member, other than the grievant or the Association Grievance Committee, designated by the grievant, who agrees to represent the grievant at stages one and two of the Grievance Procedure.

(B) Specific Conditions:

1. A grievant shall have the right to present grievances in accordance with this article, provided, however, that the first presentation of the grievance must occur within twenty (20) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided that the grievance is presented in writing

containing a brief statement of the nature of the grievance and the specific provision(s) of this Agreement alleged to have been violated.

2. A grievant shall have the right to be represented at stages one and two by a representative of his choice. If the Association Grievance Committee is chosen as the representative of the grievant, all communications regarding the grievance shall be sent to the Chairman of the Grievance Committee as well as to the grievant.

3. The failure of a Hearing Officer at any stage to communicate his decisions within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedures.

4. The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further action by the grievant.

5. The grievant may withdraw the grievances by written notice at any time.

6. Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with teaching schedules.

(C) Procedural Steps:

All grievances other than those arising under termination of service shall be presented and adjusted in the following manner:

1. Stage One: A grievant having a grievance shall discuss the same in good faith with the appropriate Division Chairman, the Dean of Students, or the Dean of the College, as the case may be, either directly or through a representative, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Division Chairman, Dean of Students or Dean of the College, as the case may be, containing a brief statement of the nature of the grievance and the specific provision(s) of this Agreement alleged to have been violated. Within five (5) working days after the written grievance is presented to him, the administration representative to whom the grievance is delivered or his designee shall render a decision theron in writing and present it to the grievant.

2. Stage Two: The grievant may appeal the decision rendered at stage one within ten (10) working days after receipt of the decision by submitting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and grievant's reasons for rejection of the decisions rendered in the first stage. Within seven (7) working days after receipt of the appeal, the President, or his duly authorized representa-

tive, shall hold a hearing with the grievant. The President, or his duly authorized representative, shall render a decision in writing to the grievant within five (5) working days after conclusion of the hearing.

3. Stage Three: In the event that either the grievant or the Association Grievance Committee, if the Association Grievance Committee has represented the grievant at all prior stages of the Grievance Procedure, does not accept in whole or in part the decision of the President in a grievance regarding the terms of the Agreement, the unresolved issue shall be submitted to the Board of Trustees within fifteen (15) days for determination, the Board of Trustees shall consider only the disputed issues submitted by joint statement. They shall render a decision within ten (10) working days.

4. Stage Four: The grievant may appeal the decision rendered at stage three within ten (10) working days after receipt of the decision at stage three by written notice to the President of the College with copy thereof to the Association Grievance Committee submitting such grievance to arbitration. Within five (5) days after receipt of such notice of appeal, the President or his designee shall meet with the Association Grievance Committee for the purpose of selecting representatives to serve on a triparte arbitration panel. One member shall be designated by the College, one member by the Association and these two members shall select a third who shall serve as Chairman of said panel. The arbitration panel shall immediately convene for the purpose of establishing such rules and procedures as are necessary for the expeditious

resolution of the grievance. In the event the designated representatives are unable to agree upon a third panel member within seven (7) days after their selection, then either the College or Association may refer the matter to the American Arbitration Association for the designation of the third member, Chairman of such panel. In such latter event, all parties and the grievant shall be bound by the rules and procedures of the American Arbitration Association.

The arbitration panel shall not have authority to add to, subtract from, or modify the express provisions of this Agreement or any provisions incorporated by reference herein.

The costs of arbitration shall be borne equally by the College and association.

The decision of the arbitration panel shall be in writing. Such decision shall be final and binding upon the parties in all instances except as to grievances related to non-renewal of probationary appointments and matters relating to retrenchment, in which instances the decision of the panel shall be advisory only.

Termination for cause shall be in accordance with the following procedures: The grievant shall seek redress by filing of a grievance to be initiated at Stage Two of the Grievance Procedure.

ARTICLE VIII

SALARIES

The salary of all full-time faculty shall be as set forth in Schedule A hereto annexed and incorporated herein as here set forth at length.

ARTICLE IX

TRUSTEE AND ASSOCIATION COMMUNICATIONS

The Association may, by action of its Executive Committee, through its president, add to the agenda of the regular meetings of the Board of Trustees items for presentation by the Association and consideration by the Trustees thereat. The Trustees shall establish and may, from time to time, amend rules of procedure to be followed in the presentation of such items, including the number thereof to be considered or time therefore to be allocated, at any one meeting and adjournment to subsequent regular and special meetings. The Association shall be supplied a copy of the current schedule of regular meetings of the Board of Trustees and of amendments thereto and subsequent schedules when enacted. Unless the Chairman of the Board of Trustees acting individually or through the President should provide for, or accept notice of, a lesser period of time, notice of request for the addition of an item to the agenda of a Trustees' meeting shall be delivered to the Office of the President, in writing, not less than twenty-one (21) calendar days prior to the Trustees' meeting at which consideration is requested. Such notice shall reasonably detail the subject matter thereof and, where applicable, be accompanied by appropriate documentation or instrumentation that preliminary study of the same by the Trustees may be accommodated.

Matter which is the subject of contract negotiations or the grievance procedures hereunder shall not be appropriate as an item for Trustee consideration hereunder. For the purposes hereof the determination of appropriateness shall be a matter for preliminary consideration by the Trustees; the decision of a majority of the Trustees shall determine the same.

Matters, procedures, determinations, findings, actions, and implementations hereunder shall not be subject to the grievance procedure or be in any way reviewable, it being the intent of this Article to create Trustee-Association communication on matters of sufficient common interest to warrant the initiation of dialogue thereon by the Association.

ARTICLE X

SAVINGS CLAUSE

If any provision of this Agreement shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XI

MISCELLANEOUS PROVISIONS

(A) The College will set aside one hour of every month for Association meetings during the scheduled common hour.

(B) New faculty members shall be reimbursed for the cost of physical examinations required by law or by the College to the extent of $7.50 per examination. Selection of the physician to make such an examination shall be made by the faculty member involved.

The College and the Association shall endeavor to have T.B. examinations provided free of charge annually to all faculty members who wish to participate.

(C) Copies of this Agreement shall be reproduced by the College and made available to all faculty members.

(D) Jury duty, as a mandatory public service, shall not be chargeable against any other leave entitlement of a faculty member hereunder. A faculty member serving jury duty shall deliver to the Business Office the notice or summons relating to such service and shall receive his/her regular compensation for the period of such service less other compensation received relating thereto.

(E) The College retains the right upon the approval of the Association to require a staff member to take a physical examination not more than once a year, at the College's expense.

(F) The President of the Association and of the College, or their respective designees, on the written request of either, shall meet as frequently as circumstances warrant for the purpose of discussing non-contractual matters of mutual concern. The time(s) and place(s) of such meeting(s) and persons to be involved other than the respective Presidents or designees shall, in each instance, be subject to mutual agreement.

ARTICLE XII

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIII

TERM

This Agreement shall be effective as of August 25, 1972, and remain in effect until the expiration of the 1973-1974 academic year and from academic year to academic year thereafter unless either party shall notify the other in writing, of a desire to terminate or amend the same, effective the expiration of the initial or an extended term hereof, on or prior to December 31, 1973 or December 31 of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following:

College:

The County Legislature of the County of Genesee

by Ralph K. Lowney
Chairman

The Board of Trustees, Genesee Community College

by Winfield F. Sleight
Chairman

Genesee Community College

by Cornelius W. Robbins
President

Approved as to form:

by Gerald O. Williams
County Attorney, Genesee County

Association:

Genesee Faculty Association

by Frank M. Jackson

Judy Ann Lazzaro

Richard L. Sim

David C. Gingrich

John W. Breslin

SCHEDULE A

1. The following constitutes salary ranges within academic rank continuing in effect for the duration of this Agreement:

Rank	Range
Instructor	$ 8,500. - $13,000.
Assistant Professor	9,500. - 15,500.
Associate Professor	11,100. - 20,000.
Professor	13,000. - 23,000.

2. Faculty members, present and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank. There are no specific steps.

3. The foregoing ranges relate to base salaries only and are not inclusive of salary differentials which may accrue from summer or inter-session instruction, or extra compensation to faculty members for twelve-month administrative year contracts.

4. In the event that application of the following percentage salary increases result in salary determination in excess of the stated range for the rank of one or more faculty members, such faculty member or members shall nevertheless receive salary to the full extent of the increase, applicable to their situation, and as to such instances the foregoing ranges shall be deemed to be amended upward accordingly.

5. For the 1972-1973 academic year, the salaries of present faculty members employed by the College during the 1971-1972 academic year shall be increased by a sum equal to 5.5% of the average base salary of all employees of the bargaining unit employed during the 1971-1972 academic year. It is agreed that this shall be Six Hundred Fifty Dollars ($650) for the 1972-1973 academic year.

6. For the 1973-1974 academic year, the salaries of present faculty members employed by the College during the 1972-1973 academic year shall be increased by a sum estimated to be equal to 5.5% of the average base salary of all employees of the bargaining unit employed during 1972-1973 academic year. It is agreed that this shall be Six Hundred Eighty-five Dollars ($685) for the 1973-1974 academic year.

7. The compensation of counselors, librarians and Division Chairmen, all of whom shall be employed on the basis of the twelve-month administrative year, shall be seventeen and one-half percent (17-1/2%) in excess of their base salary as the same is determined by the terms and provisions hereof.

8. Compensation for summer intersession and overload instruction, per contact hour, shall be Two Hundred Forty Dollars ($240).

9. Upon promotion from rank to rank, a promoted faculty member's annual salary shall not be less than One Hundred Fifty Dollars ($150) in excess of his annual salary prior to promotion in instances of promotion from Instructor to Assistant Professor; Two Hundred Dollars ($200) in instances of promotion from Assistant Professor to Associate Professor; and Two Hundred Fifty Dollars ($250) in instances of promotion from Associate Professor to Professor.

10. Compensation for all full-time teaching faculty and Division Chairmen involved in I.P. tutoring shall be $100 per academic year during the term of this Agreement.

11. Salary payments shall be by check in twenty-six (26) equal bi-weekly installments unless before August 1 a faculty member on a ten-month schedule requests in writing or forms provided by the College that his salary be paid in twenty (20) equal bi-weekly installments.